

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

INVITROGEN CORPORATION,  
QUANTUM DOT CORP., MOLECULAR  
PROBES, INC., REGENTS OF THE  
UNIVERSITY OF CALIFORNIA,

Plaintiffs,

v.

EVIDENT TECHNOLOGIES, INC.,

Defendant.

**CASE NO. 6:08-cv-00163-LED**

**CONSENT JUDGMENT AND PERMANENT INJUNCTION**

WHEREAS, Plaintiffs Quantum Dot Corporation; Molecular Probes, Inc.; and the Regents of the University of California; and Life Technologies Corporation (“LTC”) (f/k/a Invitrogen Corporation) alleged, *inter alia*, that Defendant Evident Technologies willfully infringed the following patents: U.S. Patent Nos. 6,423,551; 6,927,069; and 6,699,723 (collectively, the “Asserted Patents”); and

WHEREAS, Defendant has asserted certain defenses and counterclaims to the Asserted Patents and the claims of the Plaintiff; and

WHEREAS, this CONSENT JUDGMENT AND PERMANENT INJUNCTION (herein, “Consent Judgment”), the Settlement Agreement dated March 22, 2010 and any attachments thereto (attached hereto as Exhibit A) (“Settlement Agreement”), shall constitute the entire integrated agreement of the parties hereto with respect to the subject matter hereof (the “Agreement”); and,

WHEREAS, the Plaintiff and the Defendant stipulate and agree that the following Consent Judgment and Permanent Injunction may be entered by the Court;

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

### **Jurisdiction**

1. This Court has jurisdiction over the subject matter of this Consent Judgment and the Defendant, pursuant to 28 U.S.C. §§ 1331, 1332, 1338(a), and 1338(b).

2. This Court shall retain jurisdiction over this action and the parties to enforce this Consent Judgment.

### **Applicability**

3. This Consent Judgment shall constitute a final and binding adjudication on the merits of all factual and legal issues and as such shall have preclusive effect to the fullest extent of the law under the doctrines of *res judicata* and collateral estoppel.

4. This Consent Judgment applies to the Defendant, including, without limitation, its officers, directors, agents, employees, servants, attorneys, parents, subsidiaries, successors and assigns and to all other persons in active concert or participation with it who shall have received actual notice of this Consent Judgment by personal service or otherwise, unless specifically provided for.

### **Stipulations**

#### **Infringement**

5. The Parties stipulate that Defendant has infringed and induced infringement of the Asserted Patents.

6. The Parties stipulate that Defendant has directly and contributorily infringed the Asserted Patents.

7. The Parties stipulate that the Defendant's products set forth in Exhibit 1 attached hereto and incorporated herein by reference infringe the referenced claims of the Asserted Patents, as well as any other products that were accused of infringement at any time in this action, as well as all equivalent or immaterially-distinct variants thereof (collectively, the "Accused Products").

#### **Validity**

8. The Parties stipulate that all of the claims of the Asserted Patents are valid in all respects. Specifically, and without limitation, all claims of the Asserted Patents are not invalid for any reason set forth in Title 35 of the United States Code.

#### **Enforceability**

9. The Parties stipulate that all of the claims of the Asserted Patents are enforceable in all respects. Specifically, and without limitation, all claims of the Asserted Patents are not unenforceable for inequitable conduct before the United States Patent and Trademark Office (the "PTO"), patent misuse, or lack of compliance with federal or state antitrust laws.

### **Injunctive Relief**

10. Defendant, and its officers, directors, representatives, agents, servants, employees, parents, subsidiaries, assigns, or successors in interest and those persons in active concert or participation with Defendant who receive notice hereof (collectively, the “Enjoined Persons”) are hereby permanently enjoined from infringing any claim of the Asserted Patents by making, using, offering for sale, selling or importing into the United States the Accused Products, or otherwise inducing or contributing to the infringement by others of any claim of the Asserted Patents. Specifically, and without limitation, the Enjoined Persons are hereby permanently enjoined from inducing, encouraging, urging, aiding, facilitating, instructing, teaching or causing infringement of the Asserted Patents.

11. The Enjoined Persons will not contest or challenge the infringement of any claim of the Asserted Patents by the making, using, selling, offering for sale, or importing into the United States any Accused Products, and will not directly or indirectly aid, assist, or participate in the efforts of any third party to do any of the foregoing.

12. The Enjoined Persons will not contest or challenge the validity or enforceability of any claim of the Asserted Patents or any related patent in any proceeding, including any proceeding in any U.S. or foreign court or tribunal or in the U.S. Patent and Trademark Office or in any foreign patent office, without regard to the identity of any product made, used, or sold by Defendant or any of their assigns, successors or those who act for or in concert with any of them at any time that may be accused of infringement in any such proceeding, and will not directly or indirectly aid, assist, or participate in the efforts of any third party to do any of the foregoing.

### **Final Disposition**

13. This Consent Judgment, together with the Settlement Agreement, resolves all claims of Defendant that were brought or could have been brought in this action against Plaintiffs, including, but not limited to, all counterclaims and affirmative defenses set forth in Defendant’s Answer and Counterclaim, dated January 7, 2009, which are hereby dismissed with prejudice, and shall constitute the final and binding disposition of this action from which no appeal may be taken.

14. This Consent Judgment resolves all claims of Plaintiffs that were brought or could have been brought in this action against Defendant based on Defendant’s past infringement of the Asserted Patents including, but not limited to, all claims set forth in Plaintiffs’ First Amended Complaint dated June 19, 2008, which are hereby dismissed with prejudice, and shall constitute the final and binding disposition of this action from which no appeal may be taken.

**JUDGMENT**

Pursuant to the foregoing Consent Judgment and Order, judgment is hereby entered accordingly.

**So ORDERED and SIGNED this 29th day of June, 2010.**

A handwritten signature in black ink, appearing to read 'Leonard Davis', written over a horizontal line.

**LEONARD DAVIS  
UNITED STATES DISTRICT JUDGE**